

Lib

217-011684 RECEIVED

FMC AGREEMENT NO. 217- 90 SEP 22 AM 11:27

OFFICE OF THE SECRETARY
FEDERAL MARITIME COMM

AUSTRALIA-NEW ZEALAND DIRECT LINE/APL
SPACE CHARTER AGREEMENT

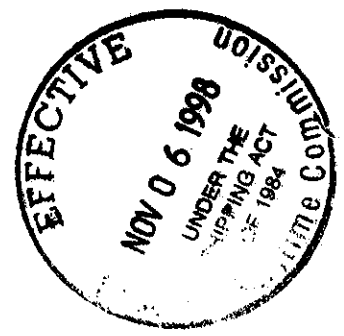
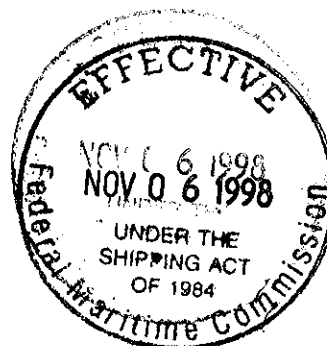


TABLE OF CONTENTS

ARTICLE 1:	FULL NAME OF THE AGREEMENT	1
ARTICLE 2:	PURPOSE OF THE AGREEMENT	1
ARTICLE 3:	PARTIES TO THE AGREEMENT	1
ARTICLE 4:	GEOGRAPHIC SCOPE OF THE AGREEMENT	1
ARTICLE 5:	OVERVIEW OF AGREEMENT AUTHORITY	2
ARTICLE 6:	OFFICIALS OF THE AGREEMENT AND DELEGATIONS OF AUTHORITY	3
ARTICLE 7:	MEMBERSHIP, WITHDRAWAL, READMISSION AND EXPULSION	4
ARTICLE 8:	VOTING	4
ARTICLE 9:	DURATION AND TERMINATION OF AGREEMENT	4
ARTICLE 10:	ARBITRATION	5
ARTICLE 11:	FORCE MAJEURE	6
ARTICLE 12:	NOTICES	7
ARTICLE 13:	NON-ASSIGNMENT	7
ARTICLE 14:	ENFORCEABILITY	7



Lib

AUSTRALIA-NEW ZEALAND
DIRECT LINE/APL SPACE CHARTER
AGREEMENT
FMC No. 217-011634-001

FIRST REVISED PAGE NO. 1

ARTICLE 1: FULL NAME OF THE AGREEMENT

The full name of this Agreement is the Australia-New Zealand
Direct Line/APL Space Charter Agreement.

ARTICLE 2: PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to permit the Parties to achieve
efficiencies in their services offered to the shipping public in the trades
covered by the Agreement.

ARTICLE 3: PARTIES TO THE AGREEMENT

The names and addresses of the Parties to this Agreement are as
follows:

1. Australia-New Zealand Direct Line, a division of CP Ships
(UK) Limited ("ANZDL")
3601 S. Harbor Boulevard
Santa Ana, California 92704
2. APL Co. Pte Ltd ("APL")
c/o APL Limited
1111 Broadway
Oakland, California 94607



ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT

Space chartering under this Agreement shall encompass the trade
between U.S. Pacific Coast ports and points of origin and destination in
the U.S. via such ports, on the one hand, and port in Australia and New
Zealand, and points of origin and destination

217-011634

AUSTRALIA-NEW ZEALAND DIRECT LINE/APL
SPACE CHARTER AGREEMENT
FMC No. 217-_____

SUBSTITUTE
RECEIVED ORIGINAL PAGE NO. 2

98 SEP 28 PM 2:14

OFFICE OF THE SECRETARY
FEDERAL MARITIME COMM

RECEIVED

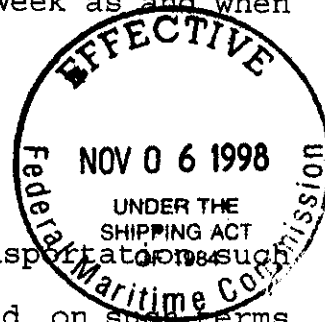
in Australia and New Zealand served via such ports, on the other.
98 SEP 29 19:16

ARTICLE 5: OVERVIEW OF AGREEMENT AUTHORITY

(a) Space Chartering. The Parties may discuss and agree upon the terms, conditions and compensation by which ANZDL may charter space aboard APL vessels (including vessels operated by third parties upon which APL has chartered space) operating between ports on the U.S. Pacific Coast and ports in Australia and New Zealand, with transshipment at Singapore. ANZDL initially intends to charter approximately 15 TEUs of space per week from the U.S. Pacific Coast to Australia and New Zealand, however, such allocation may be increased to up to 100 TEUs per week as and when mutually agreed.

ANZDL may tender and APL may accept for transportation such containerized cargo and container equipment tendered on such terms and conditions of interchange as the Parties may agree to hereunder. The term "equipment" includes, without limitation, containers owned or leased by ANZDL and containers interchanged to ANZDL from APL, whether full, partially loaded or empty.

The Parties shall discuss and agree upon the charter terms which shall govern their respective rights and obligations with



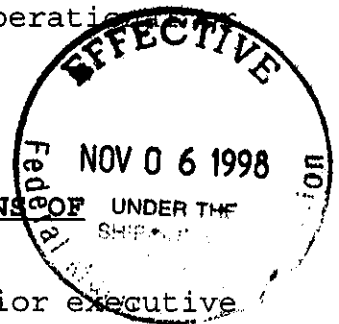
respect to insurance, indemnity, force majeure relief, bills of lading, responsibility for loss or damage, claims, responsibility for delay, operating procedures, space allocation, stowage planning and allocation, terminal operations, record keeping, environmental protection, hazardous materials or cargo, and any other routine, administrative or operating terms which may be determined by the Parties to be necessary or convenient from time to time.

(b) Advertising, Sales. ANZDL may advertise sailings of APL vessels on which it has chartered space as part of its service undertakings. Each Party will maintain its individual sales and marketing operations with respect to its individual services, and neither shall act as the agent of the other for solicitation purposes.

(c) Further Agreements. Pursuant to 46 CFR section 572.407, any further agreement contemplated herein cannot go into effect unless filed and effective under the Shipping Act of 1984, except to the extent that such agreement concerns routine operational or administrative matters.

ARTICLE 6: OFFICIALS OF THE AGREEMENT AND DELEGATIONS OF AUTHORITY

The officials of this Agreement shall be the senior executive representatives of each Party as from time to time designated by them. In addition, counsel for each of the Parties is authorized



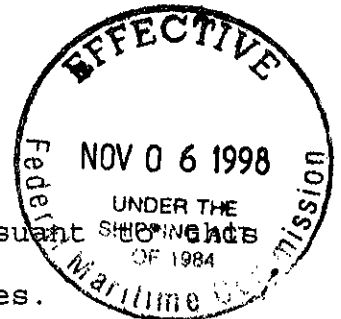
to execute any modification hereto adopted by the Parties, and to file this Agreement and any such modification and submit any associated materials to the U.S. Federal Maritime Commission.

ARTICLE 7: MEMBERSHIP, WITHDRAWAL, READMISSION AND EXPULSION

Membership is limited to the Parties hereto, except that additional carriers may be admitted by unanimous consent of the Parties and by modification of this Agreement pursuant to the Shipping Act of 1984.

ARTICLE 8: VOTING

Each determination made or action taken pursuant to this Agreement shall require unanimous vote of the Parties.



ARTICLE 9: DURATION AND TERMINATION OF AGREEMENT

This Agreement may be implemented as from the date it becomes effective under the Shipping Act of 1984, and its term shall be of indefinite duration. The Parties may agree to terminate or suspend this Agreement at any time upon such terms as they may determine, provided that such termination or suspension shall be implemented in accordance with any governmental requirements applicable thereto. Either Party may terminate this Agreement by giving the other Party 60 days prior written notice. Any voyage of a vessel

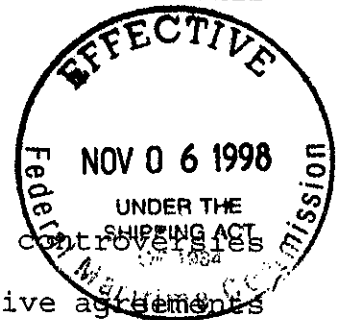
on which space has been chartered hereunder which has commenced but has not been completed prior to the effective date of the termination of this Agreement shall be subject to the terms of this Agreement in its entirety.

ARTICLE 10: ARBITRATION

(a) Any and all differences and disputes or controversies arising out of this Agreement (including administrative agreements made pursuant to Article 5) or the breach thereof, except for disputes concerning liability for particular instances of loss or damage to cargo or equipment, shall be put to arbitration in Los Angeles, California according to the rules of the American Arbitration Association, unless both Parties otherwise agree. If three arbitrators are used, the decision of any two of the three on any point or points shall be final and binding.

(b) Until such time as the arbitrators finally close the hearings, either Party shall have the right by notice served on the arbitrators and on the other Party to specify further disputes or differences under this Agreement for hearing and determination.

(c) The arbitrators may grant any relief which they deem just and equitable and within the scope of the agreement of the Parties, except specific performance. The arbitrators shall not award exemplary or punitive damages. Any award made in accordance with this Article 10 may include costs, including a reasonable allowance

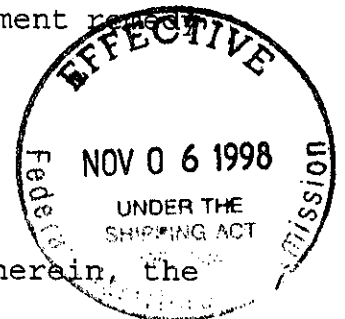


for attorney's fees, and judgement may be entered upon such award in any court having jurisdiction in the premises.

(d) Notwithstanding anything to the contrary in this Agreement or in law, either Party shall have the right to apply to any court of competent jurisdiction to obtain a pre-judgment remedy against the other.

ARTICLE 11: FORCE MAJEURE

Except as may be otherwise specifically provided herein, the obligations of the Parties hereunder shall be excused to the extent that the existence and continuation of circumstances beyond the control of a Party renders it unable to carry out its obligations (other than obligations of the affected Party to pay or expend monies in connection with the performance of such Party's responsibilities under this Agreement) because of, or due to, war, civil commotion, invasion, rebellion, hostilities, strikes, labor disputes, sabotage or other work stoppage, unusually severe weather, legal intervention including without limitation regulations or orders of any governmental authority, acts of God, or inability to obtain materials or services, provide that the party asserting the existence of any such condition as excuse for non-performance shall promptly give written notice of the conditions to the other Party. In such event, performance of both



Parties under this Agreement shall be suspended until such time as the event of force majeure shall terminate.

ARTICLE 12: NOTICES

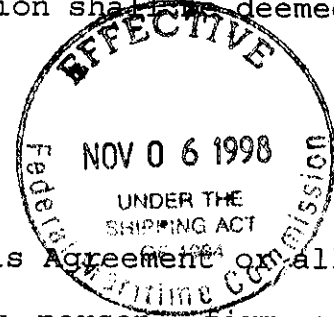
Each notice or other communication under this Agreement shall be in writing and shall be delivered, mailed by airmail, or sent by fax to the addressee at the address specified in Article 3 or such other address as the addressee shall have specified by notice to the other Party hereunder. Any such communication shall be deemed effective upon receipt.

ARTICLE 13: NON-ASSIGNMENT

Neither Party shall assign or transfer this Agreement or all or any part of its rights hereunder to any person, firm or corporation without the prior written consent of the other Party.

ARTICLE 14: ENFORCEABILITY

If at any time during the performance of any transportation under the provision of this Agreement, any term, covenant, condition or proviso contained in this Agreement or the application thereto to any person or circumstances shall be held to be invalid, illegal or unenforceable, the remainder of this Agreement or the application of such term, covenant, condition or proviso to persons or circumstances other than those to which it is invalid, illegal



AUSTRALIA-NEW ZEALAND
DIRECT LINE/APL SPACE
CHARTER AGREEMENT
FMC No. 217-011634-001

FIRST REVISED PAGE NO. 8

or unenforceable shall not be affected thereby and each term, covenant,
proviso or condition of this Agreement shall be valid and shall be
enforceable to the full extent permitted by law.

IN WITNESS WHEREOF, the parties have caused this amendment
to be executed as of this 31st day of ^{October} ~~September~~, 2001.

AUSTRALIA-NEW ZEALAND DIRECT
LINE, a division of CP Ships (UK) Limited

By: Wayne R. Pothol

WAYNE R. POTHOL
ATTORNEY-IN-FACT

APL CO. PTE LTD

By: Erin R. Swett

authorized signatory

